

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

AMERICAN GENERAL LIFE  
INSURANCE COMPANY,

Plaintiff,

v.

ESPERANZA VARGAS VOGEL and  
MONICO RODRIGUEZ, as Trustee of the  
Esperanza Vogel Special Needs Trust,

Defendants

No. 1:21-cv-00762-KES-SKO

ORDER FOR DISBURSEMENT OF  
REGISTRY FUNDS

ORDER GRANTING MOTION FOR  
RELEASE OF FUNDS FROM COURT'S  
REGISTRY AND CONFIRMING  
ESPERANZA VARGAS VOGEL AS PAYEE  
OF ALL FUTURE ANNUITY PAYMENTS  
FROM AMERICAN GENERAL LIFE  
INSURANCE COMPANY

Doc. 65

Defendant Esperanza Vargas Vogel's motion to disburse funds is before the Court in this interpleader action brought by plaintiff American General Life Insurance Company. Doc. 65. Vogel seeks disbursement of certain funds American General placed in the court registry in connection with a dispute regarding the proper recipient of annuity funds. The motion is unopposed. *See* docket. For the reasons stated below, the motion is GRANTED.

**I. PROCEDURAL HISTORY**

On May 26, 2022, plaintiff American General Life Insurance Company ("American General") filed an amended complaint in interpleader in this action concerning the proper direction of payments due under an annuity contract. Doc. 28. American General's amended

1 complaint identifies defendant Vogel as the beneficiary of an annuity and special needs trust  
2 created for Vogel when she was a minor, pursuant to a compromise of her minor's claim for  
3 certain injuries sustained during birth. *Id.* The amended complaint identifies defendant Monico  
4 Rodriguez as the trustee of the special needs trust. *Id.* The Court determined that both defendants  
5 were properly served but had failed to file an answer. *See* Docs. 38, 39, 51. The clerk entered  
6 defendants' defaults on August 9, 2022. Doc. 41.

7 The Court directed American General to deposit the annuity payment it held, minus an  
8 award for attorney's fees and costs, into the court's registry. Doc. 52. Pursuant to the Court's  
9 order, American General deposited \$41,358.54 into the court's registry on December 16, 2022.  
10 *See* 12/16/2022 docket entry. The Court also ordered American General to continue to deposit  
11 each remaining annuity payment into the registry of the Court as the payments came due under  
12 the annuity contract, pending further order of the Court. Doc. 52.

13 On November 18, 2022, the Court granted American General's motion for default  
14 judgment and dismissed American General from the case. Doc. 51. The Court's order enjoined  
15 defendants from instituting or prosecuting any action against American General or its affiliates  
16 relating to the annuity or the annuity payments, discharged American General and related parties  
17 from further liability relating to the annuity or annuity payments (except insofar as the Court  
18 separately ordered American General to pay the future annuity payments as directed by the  
19 Court), and dismissed any claims by defendants against American General with respect to the  
20 annuity or annuity payments. Doc. 51 at 2–3. The court awarded attorney's fees and costs to  
21 American General and dismissed American General from the action. *Id.* The Court's order and  
22 judgment dismissing American General from this action did not resolve any claims by the  
23 defendants as to the interpleaded funds, including the future annuity payments ordered to be paid  
24 pursuant to the Court's direction.

25 This action was closed on December 22, 2022. Doc. 53. However, the deposited funds  
26 remain held by the Court and American General was ordered to deposit future annuity payments  
27 with the court as those annuity payments become due, pending the court's adjudication as to  
28 which defendant is entitled to the funds. As American General stated: "In accordance with the

1 above orders, American General deposited the held Annuity Payment and will deposit all future  
2 Annuity Payments, when they become due, into the Court's Registry. . . . Until either of the  
3 Defendants asserts a claim for the Annuity Payments, the Annuity Payments will continue to be  
4 deposited into the registry of the Court and held in trust for the judicially-determined rightful  
5 payee." Doc. 55 at ¶¶ 5–6.

6 On April 8, 2024, defendant Vogel filed a motion under Federal Rule of Civil Procedure  
7 55(c) to set aside the entry of default against her. Doc. 59. On July 1, 2024, Vogel filed a motion  
8 and claim for disbursement of the funds. Doc. 65. On May 14, 2024, the assigned magistrate  
9 judge issued findings and recommendations recommending that Vogel's motion to set aside the  
10 entry of default be dismissed for lack of jurisdiction, as the magistrate judge construed it as an  
11 untimely motion under Rule 60(b)(1) for relief from the default judgment. Doc. 64.

12 This Court declined to adopt the findings and recommendations, reasoning that the default  
13 judgment against Vogel was only a partial judgment under Federal Rule of Civil Procedure 54(b).  
14 *See generally* Doc. 66. As such, the partial judgment did not adjudicate Vogel's claim to the  
15 interpleaded funds, nor was Vogel challenging American General's rights as determined under  
16 the judgment. *Id.* Finding good cause, the Court therefore set aside the entry of default against  
17 Vogel, reopened the matter, and set the pending motion for disbursement of funds for hearing. *Id.*  
18 at 5.

19 At the hearing on September 16, 2024, the Court directed Vogel to obtain a court order  
20 from the appropriate state court confirming that she is the proper payee under the special needs  
21 trust and clarifying the status of the trust. Doc. 69. Vogel's motion for disbursement of funds  
22 was held in abeyance pending such state court proceedings. *Id.* On April 23, 2025, Vogel filed a  
23 status report indicating that her state court petition for termination of the special needs trust was  
24 approved and the court had named her as the sole beneficiary under the annuity and that she  
25 awaits the conformed copy of the court's order. Doc. 72. Vogel filed the court's conformed copy  
26 on May 5, 2025. Doc. 73.

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**II. ANALYSIS**

The motion for disbursement of funds is GRANTED. “When disputed assets are deposited into a court’s registry, the court holds [them] in trust . . . for the benefit of whomsoever in the end [they] should be found to belong.” *Merrill Lynch, Pierce, Fenner and Smith, Inc. v. Arelma, Inc.*, 587 F.3d 922, 924 (9th Cir. 2009) (cleaned up and citations omitted). Per the terms of the state court’s order, (1) all notices have been given as required by law; (2) the Esperanza Vargas Special Needs Trust is terminated; (3) all prior administration of the Trust is approved; (4) the requirement of an accounting is waived; and (5) Esperanza Vogel, f/k/a Vargas, is the sole annuitant under the American General Life Insurance, Annuity No. 404138, issued October 1, 2000. Doc. 73, Ex. A.

The Court finds that Esperanza Vargas Vogel, who resides at 2147 A Street, Eureka, CA 95501, is entitled to the entire amount of principal and accumulated interest in this case. The Court further finds that Esperanza Vargas Vogel is the correct payee for all future annuity payments from American General on the annuity that is the subject of this action.

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Accordingly, the Court ORDERS:

1. Petitioner's motion to disburse funds (Doc. 65) is GRANTED.
2. The Clerk's Office is authorized and directed to release the funds deposited, and any accrued interest, in the registry of the Court in Case No. 1:21-cv-00762-KES-SKO to Esperanza Vargas Vogel, who resides at:  

2147 A Street  
Eureka, CA 95501
3. Esperanza Vargas Vogel is the correct payee for all future annuity payments from American General on the annuity that is the subject of this action. American General is authorized and directed to pay all such future annuity payments to Esperanza Vargas Vogel.
4. The Clerk's Office is directed to CLOSE this case.

IT IS SO ORDERED.

Dated: May 14, 2025

  
UNITED STATES DISTRICT JUDGE